

Exhibit 1-C

Risk Assessment Services



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C4236 CW2235749 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011340 dated January 19, 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

**Contractor's
Legal Name:** KPMG LLP

Total Number of Pages: 5

**Contractor's
Address:** PO Box 120001
DALLAS, TX 75312

Project Name: THIRD PARTY RISK ASSESSMENT PROGRAM LOANED STAFF

Job Location: Various PG&E Locations

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

All project related program information, tasks and deliverables are described in Attachment 1, Statement of Work.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Scope of Work (Page 3-5)

CWA TERM: This CWA is effective upon signature by both parties and expires on June 30, 2018. Time is of the essence.

**CWA
COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of June 30, 2018.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$156,000.00 USD

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KPMG LLP	
Signature	 DocuSigned by: C49FCCF25ADF479...	Signature	 DocuSigned by: 6982A1552B97492...
Name	Nathan Floyd	Name	Michael Gomez
Title	Sourcing Supervisor	Title	Principal
Date	1/2/2018	Date	1/2/2018



Contract Work Authorization

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ADMINISTRATION			
PG&E Negotiator	Elizabeth Haworth-Davis	Contractor Represent	Geno Armstrong
Phone	913.269.9030	Phone	415-963-7301
Email	E2HA@PGE.com	Email	garmstrong@kpmg.com
Accounting Reference			
PG&E Work Supervisor:		Phone:	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:		
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

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**Attachment 1: Scope of Work****1. DESCRIPTION OF SERVICES**

The services to be performed by KPMG LLP (referred to as the "Contractor" henceforth) as **Third Party Risk Assessment Program Loaned Staff** for Pacific Gas & Electric Co. (referred to as "PG&E" henceforth) will cover the following objectives in support of PG&E's Cybersecurity organization (Third Party Security and Risk Management)

- **Assist PG&E with management** of active, and upcoming third party risk projects across PG&E lines of businesses ("LOBs")
- **Coordinate project delivery activities** with PG&E stakeholders for achieving various project objectives
- **Monitor project progress and report** changes, issues, risks to PG&E Program Leads.
- Perform or assist in performing the following activities, as applicable, at the direction of the PG&E Third Party Security and Risk Manager, with the following functions:
Vendor security and risk assessment - Vendor risk management framework improvement

2. SCOPE

This CWA covers the current understanding of the Contractor's assistance; however, the Contractor will work diligently with PG&E if changes are required to be documented in a change order or memo of understanding, as agreed between the parties.

3. APPROACH

KPMG will provide PG&E with 1 personnel who will assist in supporting PG&E personnel with respect to their security initiatives ("project"). Our assistance will be under the direction and supervision of Durand Hugues and or his designees, who will be responsible for communicating the tasks and requirements of the project to personnel we supply and for reviewing their work. KPMG will not be considered the preparer/developer of PG&E's security initiative project outputs or artifacts and will not sign or use the KPMG name on any deliverable (s).

In connection with this engagement, KPMG will not assist our personnel by:

- providing any management oversight of our personnel in connection with the project;
- participating in the determination of the scope and objectives of the project;
- assisting in the development of the project plan;
- providing any manager or partner review of the work or deliverable(s); or
- Providing any comments or input on the work or deliverable(s) from this engagement during meetings with management.

During this engagement our personnel will work at your direction but will not be expected to:

- function as an employee or make business decisions for PG&E,
- prepare or approve journal entries,
- prepare financial statements,
- perform management functions, including final review or approval of project artifacts such as policy, strategy, roadmap or framework
- approve journal entries,
- supervise other employees, or
- Make employment decisions such as hiring or terminating employees.

**Attachment 1: Scope of Work (cont.)****4. SCHEDULE**

We will begin work on or about Jan. 2nd after receiving a signed copy of this CWA.

The period of the services per this CWA is effective from the execution of this CWA, currently estimated to be for 1040 hours, starting from January 2nd, 2018 through June 29th 2018.

NOTE - This schedule is a high-level estimate; the accuracy of this schedule is yet to be determined in close collaboration with PG&E. The Contractor will keep a regular, open, and forthright dialogue with PG&E Leads to identify and mitigate any risks to the schedule, and to keep them fully informed of progress towards this schedule. If the Contractor and PG&E agree on the need to adjust the project schedule, it will require submission and processing of a Change Order to the approved CWA.

5. ENGAGEMENT RESOURCE

The following KPMG professional will provide the highest quality of professional services as needed by the PG&E Cyber Program Manager for the duration of this CWA, as outlined below:

- **Harold Metzger:**
 - As the Third Party Security Assessor, Harold's responsibilities include; track budget, create and oversee schedules, track issues and risks, report to management as requested.

6. ENGAGEMENT FEES

- KPMG's professional fees are based upon the specified skill level of the professionals providing the services and the amount of time and materials required to complete the engagement. KPMG Engagement Resource is prepared to begin work upon receipt of a signed copy of this CWA.
- Based upon the engagement scope, assumptions, and estimated hours, KPMG anticipates the fees and expenses to **\$156,000.00** which represents a discount from our standard rates – an investment KPMG will make in continuing to build on our relationship with PG&E. The foregoing fees include a significantly discounted hourly rate which shall satisfy the "Volume Rebate" and other discount provisions set forth in the MSA, and such that the fees set shall not be recalculated in the "Volume Rebate" calculation.
- Circumstances encountered during the performance of these services, such as scope changes discovered after initial planning & scoping exercise for each of the work-streams may warrant exceeding the **\$156,000.00** estimate. We will not exceed this amount without PG&E's permission.
- We will calculate our professional fees for services rendered using the following hourly rates for the level of personnel as indicated below:

Category	Number of Professionals	Hourly Rate*
Senior Associate	1	\$150

- Based upon the level of the professionals and the estimated amount of time devoted to the engagement between Jan. 2nd and June 29th, we anticipate that our professional fees for assisting PG&E for 26 weeks to be \$156,000.
- Throughout the engagement, KPMG will be responsible for the administration of this agreement and will submit progress bills monthly for fees and expenses incurred, with payment due upon receipt.
- Should PG&E require additional hours, more professionals or a change in the current anticipated staff for this engagement, fees for such additional hours or professionals will be commensurate with the experience levels requested and utilized. We will require that you sign an addendum to this CWA in the event that the duration of the engagement or the scope of services is modified.

**Attachment 1: Scope of Work (cont.)****7. ASSUMPTIONS**

The success of this project is highly dependent on coordination and support from PG&E. Contractor's services described in this document are per following assumptions:

- PG&E will work with KPMG to resolve any and all issues related to the project in a timely fashion
- PG&E will identify a PG&E Lead to work with KPMG, who will assist in identifying appropriate resource, help obtain relevant technical information, actively participate in key discussions around project decisions, status reporting, and project issues.
- The PG&E Lead will oversee the conduct of this service, including coordination of PG&E resources needed and review of draft deliverables. PG&E personnel assigned to the project will review draft deliverables on a timely basis.
- PG&E and KPMG, will conduct this project collaboratively, whereby PG&E will assign representatives to work with KPMG throughout the project. Should PG&E be unable to assign representatives to work with KPMG, KPMG and the PG&E Lead would agree to meet and determine the impact and the appropriate course of action, which may include, but not be limited to, the following:
 - Modifying the level of KPMG resources (and modification of KPMG fees, in a manner consistent with this engagement letter).
 - This scope will be agreed upon by both PG&E and KPMG, and will not change without the prior approval from both parties.
 - PG&E management is responsible for establishing and maintaining an effective internal communication and control structure.
- PG&E will provide resources, including hardware, software, and personnel. PG&E will provide appropriate workspace for the KPMG resources on-site, including, but not limited to, telephones, workstations, printers, whiteboards, office supplies, photocopiers, internet access, and fax machines.

8. OTHER MATTERS

KPMG will act as an independent contractor in providing the services as set out in this CWA and does not undertake to perform obligations of PG&E, whether regulatory or contractual. In carrying out our work hereunder:

- Contractor will provide its services in accordance with the terms and conditions of this CWA and the MSA No. 4400006952.
- KPMG will not act in the capacity equivalent to a member of management or as an employee of PG&E
- KPMG will provide observations to PG&E management during this engagement. PG&E management is solely responsible for evaluating such observations and then determining what changes/improvements (if any) PG&E should implement in light of PG&E's objectives in carrying out the project to which KPMG's services relate (the "Project")
- KPMG will not form part of the PG&E's internal control structure

The responsibility for the Project rests with management of PG&E. With regard to KPMG's services, PG&E is responsible for:

- Determining the objectives, scope, and extent of KPMG's services hereunder
- Designating a management-level individual, who will have responsibility to manage and oversee, as assisted by the KPMG team, the Project progress and to address issues as they arise, and who has the skills and experience necessary to effectively perform this function, including but not limited to:
 - Familiarity with the business functions, processes or divisions that are the subject of the Project objectives;
 - Being in a position to evaluate the information provided to him/her by the KPMG engagement team; is responsible for, and authorized to make management decisions based on such information; and
 - In a sufficiently senior position, or to otherwise have a reporting relationship with senior management to provide appropriate internal PG&E communications regarding project status and potential concerns.

Certificate Of Completion

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Document Pages: 5	Signatures: 2
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/2/2018 7:33:47 AM
Certified Delivered	Security Checked	1/2/2018 8:27:02 AM
Signing Complete	Security Checked	1/2/2018 8:27:25 AM
Completed	Security Checked	1/2/2018 8:27:25 AM
Payment Events	Status	Timestamps

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How to contact PG&E:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pcpc@pge.com

To advise PG&E of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pcpc@pge.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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